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September 13, 2002

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TO: SUPERVISOR ZEV YAROSLAVSKY, Chairman  
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FROM: LLOYD W. PELLMAN  
County Counsel

DAVID E. JANSSEN  
Chief Administrative Officer

RE: **Entertainment Industry Development Corporation**

On Tuesday, September 10, 2002, your Board directed that the Chief Administrative Office and County Counsel provide a report addressing issues pertaining to the Entertainment Industry Development Corporation ("EIDC"). We have prepared the enclosed report providing you with background information concerning the EIDC, including how and why it was created, its organizational structure, and its relationship to the County of Los Angeles.

If you have any questions concerning these issues or the County's relationship with the EIDC, please contact either of us or, alternatively, Ms. Lari Sheehan, Assistant Administrative Officer, at (213) 974-1174 or John Krattli, Assistant County Counsel, at (213) 974-1838.

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Enclosure

c: Violet Varcna-Lukens, Executive Officer  
Board of Supervisors

REPORT TO THE BOARD OF SUPERVISORS CONCERNING  
THE ENTERTAINMENT INDUSTRY DEVELOPMENT  
CORPORATION OF SOUTHERN CALIFORNIA

This report will provide you with background information concerning the Entertainment Industry Development Corporation of Southern California ("EIDC"), including how and why it was created, its organizational structure and its relationship to the County of Los Angeles.

I. Film Permitting Prior to the EIDC

Prior to 1995, production companies that desired to film in the Los Angeles region had to obtain permits from each municipality where filming was scheduled to occur. For filming in the unincorporated portions of the County, the film permitting operation was primarily the responsibility of the Department of Regional Planning.

In addition to obtaining film permits, production companies often had to make arrangements for various public safety services associated with filming, such as fire inspectors and law enforcement. If filming was to occur on government-owned property, the production companies also had to secure permission from the applicable governmental entity.

Assisting in the County's film permitting operation was Ms. Stephanie Liner, the County's Director of Entertainment Industry Affairs. The City of Los Angeles had its own film permitting operation, and Mr. Cody Cluff was Ms. Liner's counterpart at the City.

In many instances, a production company needs to film in multiple locations, requiring permission from a number of governmental jurisdictions. The process imposed upon production companies was widely regarded by the entertainment industry as cumbersome, time-consuming, and a significant impediment to local on-location film production. Elected officials of both the City and the County acknowledged the problem and its impact on the local economy. The City and County sought to consolidate and streamline their respective film permitting operations in hopes of retaining and expanding local film production.

II. County and City Agree to Create Consolidated Film Office

In early 1995, the City and County agreed to coordinate their respective film permitting operations.

In May 1995, the EIDC was incorporated as a California nonprofit public benefit corporation to be operated for social welfare purposes within the meaning of section 501(c)(4) of the Internal Revenue Code. Because EIDC is a non-profit public benefit corporation, the Office of the Attorney General has authority to oversee and investigate EIDC, and bring or intervene in an action related to the activities of EIDC. In its articles of incorporation, the EIDC stated that

its purpose is to improve the economy of the City and County of Los Angeles by centralizing the issuance of film permits, and coordinating and promoting motion picture, television and photography activities for the City and County of Los Angeles. It also stated that the EIDC was to ensure that film activities in the region were conducted in a manner that resulted in a minimum of interference to neighborhoods and area merchants.

At its first meeting in May 1995, the board of directors of the EIDC ("EIDC board") appointed Cody Cluff as president. Mr. Cluff is also a director of the EIDC, serving in one of the seats reserved for the entertainment industry..

### III. The EIDC's Bylaws

In many places, EIDC's bylaws contain unclear and potentially contradictory provisions. This report reflects our offices' best understanding of these provisions. Section 5.7.1 of the bylaws provides that the bylaws may be amended by a two-third vote of the board of directors, at least 30 days after the proposed amendment has been mailed to each director. For your information, we have attached a copy of the bylaws.

#### A. EIDC Board of Directors

Section 3.3 of the bylaws of the EIDC originally established a 45 person board of directors with the following composition: 6 directors from the County, comprised of five members of your Board and the CAO; 18 directors from the City, comprised of 15 members of the City Council, the Mayor, the Chief Legislative Analyst, and a member of the Board of Public Works; 19 directors representing various parts of the entertainment industry, comprised of six labor representatives, three studio representatives, and representatives from the guilds and certain other entertainment-related organizations; and two at-large directors, as elected by the EIDC board. Only the City and County elected officials on the EIDC board may designate a member of their staff to serve as their alternates.

The bylaws were amended effective January 12, 2000, to increase the number of directors to 49, and to further provide that additional industry representatives could be added to the board. We have attached a list from EIDC's web site indentifying the individuals that presently serve on the EIDC board.

Section 3.2 of the bylaws provides that the directors prescribe the duties of all officers and employees of the EIDC, and appoint, remove, employ, discharge, and supervise all such officers and employees. Section 4.8.6(b) also authorizes the president to appoint, direct and remove employees of EIDC.

The bylaws also provide that each director has one vote (Section 3.5) and that a simple majority of all directors constitutes a quorum; however, at least two representatives of the City and two of County must be present (Section 2.17). Also, a director's position is deemed vacant if the director fails to attend three consecutive meetings without a reasonable excuse (Section 4.7).

Section 5.11 of the bylaws provides that the directors will not be personally liable for the debts, liabilities, or other obligations of the EIDC. The EIDC is obligated to indemnify its directors, officers, and employees against any civil or criminal proceeding if the director, officer, or employee is successful in his or her defense of the proceeding (Section 5.12). This suggests that the director, officer, or employee must pay for his or her own defense, and if he or she ultimately is successful, then the EIDC will reimburse his or her expenses. If the director, officer, or employee settles such a claim or sustains a judgment against him or her, the EIDC is required to indemnify the reasonable expenditures incurred in connection with such proceedings to the extent allowed by the Corporations Code.

Section 3.6 of the bylaws provides that a director may only be removed by a majority of the authorized EIDC board and that the vote may take place no sooner than during the next regular meeting following the meeting at which the motion to remove was introduced. Section 5.2 of the bylaws provides that the board shall conduct its regular meeting approximately every six months but in no event less than once during the calendar year. The last regular meeting of the EIDC board was held on January 2, 2002, and is next scheduled to convene in January 2003. The specific day in January for the 2003 meeting has not yet been scheduled.

#### B. EIDC Board Executive Committee

Section 4.10 of the bylaws provides for an 11-person executive committee of the EIDC board with the following composition: four members of your Board (three to be appointed by the Chairman of your Board and one elected at large); three members of the City Council; the Mayor of the City; and three directors representing the entertainment industry. We believe that the asterisks on the attached list of the board of directors indicate that these individuals are presently on the executive committee.

The executive committee is tasked with the day-to-day policy direction of the EIDC and also has the powers of the EIDC board during periods when the EIDC board is not in session. However, the executive committee does not have the power to do the following: approve an action which otherwise requires the approval of all directors or a majority of all directors; fill vacancies on the EIDC board; amend, repeal, or adopt bylaws; amend or repeal resolutions which state they cannot be amended or repealed; or approve a transaction to which EIDC is a party and in which a director has a material or financial interest.

The executive committee of the EIDC generally meets quarterly. The last meeting of the executive committee occurred on July 17, 2002, and the next meeting is scheduled on October 31, 2002.

### C. Officers of EIDC

Section 4.1 of the bylaws provides for the EIDC board to elect six officers: a president, chair, first and second vice chair, secretary, and treasurer. All but the president must be elected from the members of the EIDC board. Officers may be removed by a majority vote of the authorized EIDC board, and the vote may take place no sooner than during the next regular meeting following the meeting at which the motion to remove was introduced (Section 4.5). Unlike the other officers, the term of the president is unlimited (Section 4.2.1).

We understand that the current chair of the EIDC is Mr. Frank Scherma, an entertainment industry director. At its first meeting in May of 1995, the EIDC board elected Cody Cluff as president, a position he continues to hold today.

The president is the chief administrative officer of the EIDC and receives compensation as fixed by the EIDC board (Section 4.8.6). The president administers the affairs of the EIDC, including preparing and controlling the budget, and appointing, directing and removing EIDC employees.

### D. Conduct of EIDC Board Meetings

As indicated above, the EIDC board meets annually, and the executive committee of the EIDC Board meets quarterly. The EIDC is subject to the California open meeting laws, known as the Ralph M. Brown Act, both by direct application of the statute, and because the EIDC bylaws state that meetings will be conducted pursuant to the Brown Act (Section 5.4).

In addition to its regular meetings, the EIDC board may convene a special meeting called at the request of the chair of the EIDC or a majority of the EIDC board. Under the Brown Act, the agenda for a special meeting must be posted at least 24 hours in advance of the meeting. We believe that the Executive Committee could also convene a special meeting at the request of the chair or a majority of that Committee.

### E. Auditing and Inspection of EIDC Records

Section 9.3 of the bylaws provides that the records and accounts of the EIDC will be audited annually by an independent certified public accountant. Also, each director has the right at any time to inspect and copy all books, records and documents of the EIDC (Section 7.2).

### IV. The Agreements Between EIDC and the City and County

The EIDC and the City and County entered into new 10-year agreements in 1999. A few other cities have also entered into agreements with the EIDC. For your information, we have attached a copy of the County's current agreement with EIDC, dated June 22, 1999.

A. EIDC Services for the County

Pursuant to Section 2 of the County agreement and the scope of work, the EIDC acts as a one-stop permitting center for production companies filming in the County. The EIDC is to coordinate with all County departments the approval and issuance of film permits, making it more conducive for production companies to film locally. The EIDC is also to assure that filming will be conducted in a manner that minimizes the interference with neighborhoods and area merchants. The EIDC is to develop and implement community outreach programs for neighborhoods and merchants, in addition to programs that enhance and retain local entertainment-related jobs. The EIDC is also to market and promote the County as a place to film.

B. Fees to be Collected by EIDC and Compensation to be paid EIDC

Section 8 of the agreement allows the EIDC to charge a film permit coordination fee, which may not exceed the County's Board-approved fees. In 1999, your Board increased the County's permit coordination fee to \$450. Section 3 of the agreement allows the EIDC to retain all permit coordination fees, and to use such fees to pay EIDC expenses, including employee salaries. Any excess monies are to be placed in a reserve or used by the EIDC, in its discretion, to promote the entertainment industry in the region.

The agreement also provides that EIDC collect County-use fees. An example of a use fee is where production companies use County-owned property for filming. Sections 3 and 7 of the agreement require that the EIDC remit use fees to the County monthly. EIDC has reported that it has collected for the County approximately \$630,435 of use fees last year.

C. EIDC Reporting Requirements and County Inspection of EIDC Records

Section 6 of the agreement imposes upon the EIDC a detailed reporting requirement, including a formal annual review and report of the effect of the EIDC's policies and procedures and County contractual requirements. The agreement includes a requirement to provide the County an annual financial statement and operating budgets relating to services provided to the County. At this time, it is not clear whether the EIDC has fully complied with these reporting requirements. Section 21 of the agreement also allows the County full access to any EIDC file, record, and document that relates to EIDC's performance of services under the agreement. The County may copy the files, records, and documents.

E. Indemnification

Section 12 of the agreement obligates the County to indemnify, defend and hold harmless the EIDC and its directors, officers, and employees from any claim, expense or liability arising from an act or omission to act of any director, officer, or employee, provided the act or omission arose from the performance of duties within the scope of work to be performed under the

agreement. The County is not obligated to pay additional sums for judgments against a director, officer, or employee for any act or omission of such person found to be bad faith, willful misfeasance, negligence, or reckless disregard of duties.

F. Termination of Agreement

Although the agreement is for ten years (due to expire in 2009) under section 15, it can be terminated earlier by either EIDC or the County upon 30 days written notice and, in certain limited instances, terminated immediately.

V. Los Angeles County District Attorney Investigation of EIDC and Cody Cluff

As widely reported in the press, the Los Angeles County District Attorney's Office, in conjunction with the investigative branch of the County's Office of Auditor/Controller, is investigating alleged financial improprieties and possible perjury committed by EIDC's president, Cody Cluff. We are not privy to the full details of the on-going investigation, nor do we know when the investigation will conclude.

VI. Recommendation

The EIDC bylaws provide that the Executive Committee of the EIDC board has the powers of the EIDC board when the board is not in session. The chair can call a special meeting of the Executive Committee, as could a majority of the Executive Committee. We recommend that a special meeting of the EIDC Executive Committee be convened as soon as possible to consider the following:

- ordering a comprehensive financial audit of EIDC, including all expenditures and revenues;
- reviewing EIDC's bylaws, policies, and procedures to assure that they are consistent with County and City contracts, and all applicable laws; and
- if appropriate, consider the performance of the president of EIDC, Cody Cluff.

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Attachments

c: Violet Varona-Lukens, Executive Officer  
Board of Supervisors

# EIDC Bylaws



**BYLAWS OF  
THE ENTERTAINMENT INDUSTRY DEVELOPMENT CORPORATION  
OF SOUTHERN CALIFORNIA  
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION**

**PREAMBLE**

The Entertainment Industry Development Corporation of Southern California (hereinafter referred to as the "EIDCSC") is a nonprofit public benefit corporation and is not organized for private gain of any one person. It is organized for public purposes under the California Nonprofit Public Benefit Corporation Law (the "Law"). Specifically, EIDCSC has been organized to centralize the issuance of film permits as well as to coordinate and improve actions relating to motion picture, television and photography activities for the Los Angeles area. EIDCSC will work to ensure that filming activities are conducted in a manner that results in minimum interference to neighborhood and merchant districts, and is consistent with the public health, safety and general welfare. EIDCSC will develop community outreach programs designed to minimize the impacts of film activities in neighborhoods and merchant districts. EIDCSC will also market the Los Angeles area to the entertainment industry, and develop programs that will enhance and retain jobs in all segments of the industry, including multimedia and other new and emerging technologies.

**ARTICLE I****FUNCTION**

1.1 **Function.** The function of EIDCSC is to undertake projects, singularly or in cooperation with other agencies, cities and counties. These projects may include:

- A. Issuance of film permits for participating jurisdictions, with special attention given to local community concerns and the relationships of city and county offices to the film industry, to further streamline the permitting process.
- B. Issuance of film permits for participating jurisdictions, with special attention to ensure that filming activities are conducted in a manner that results in minimum interference to neighborhoods and merchant districts.
- C. Development of guidelines for high-impact areas in cooperation with appropriate elected officials from participating jurisdictions.
- D. Collection of film permit fees on behalf of participating local jurisdictions.
- E. Development and implementation of community relations/outreach programs (including notification programs).
- F. Assistance to local communities to ensure minimal disruption to neighborhoods during filming.
- G. Recommendation of consistent filming policies throughout Los Angeles.
- H. Development and recommendation of uniform permit and use fees.

- I. Development of a retention and promotion plan to promote film production in the Los Angeles area.
- J. Development of retention and attraction programs for all segments of the entertainment industry, including multimedia and other new and emerging technologies.
- K. Marketing of EIDCSC's services to other jurisdictions.
- L. Collection of revenues, sponsorships and pro bono services derived from or related to retention, attraction and promotion programs.
- M. Coordination of entertainment industry special events, premieres and other film-related events as deemed appropriate by the Board of Directors.

## ARTICLE II

### DEFINITIONS

- 2.1 Agreement. "Agreement" shall mean the written agreement described in Article 3.8.
- 2.2 Articles of Incorporation. "Articles of Incorporation" shall mean the articles of incorporation of EIDCSC as filed with the Secretary of State of the State of California on or about May 19, 1995.
- 2.3 Board. "Board" shall mean the board of directors of EIDCSC.

- 2.4 Bylaws. "Bylaws" shall mean the bylaws of EIDCSC as contained herein.
- 2.5 City. "City" shall mean the City of Los Angeles.
- 2.6 City Transition Team. "City Transition Team" shall mean the team created by the Los Angeles City Council on February 22, 1995, with the purpose of developing the Articles of Incorporation, the form of Agreement, the Bylaws, and determining the scope of activities of EIDCSC.
- 2.7 County. "County" shall mean the County of Los Angeles.
- 2.8 Director. "Director" shall mean a person who has been designated to the Board by the Chair of the City Transition Team or the President (and approved by a majority of the Board), chosen from and to represent Represented Jurisdictions or the Industry.
- 2.9 EIDCSC. "EIDCSC" shall mean the Entertainment Industry Development Corporation of Southern California, a California nonprofit public benefit corporation.
- 2.10 Executive Committee. "Executive Committee" shall have the meaning provided in Article 4.10.

- 2.11 Fees and/or surcharges. "Fees" and/or "surcharges" shall mean those fees and/or surcharges set by the Board after approval by each Representative Jurisdiction, and which shall not exceed the amount necessary to recover the cost of doing business.
- 2.12 Government Representative. "Government Representative" shall mean an individual designated to the Board by the chair of the City Transition Team or the President (and approved by a majority of the Board), chosen from and to represent members of the City or County.
- 2.13 Industry. "Industry" shall mean the film and entertainment industry as represented by those organizations or entities as provided under Article 3.3.B.
- 2.14 Industry Representative. "Industry Representative" shall mean an individual designated to the Board by the chair of the City Transition Team or the President (and approved by a majority of the Board), chosen from and to represent the Industry.
- 2.15 Participating Jurisdiction. "Participating jurisdiction" shall mean any jurisdiction that has executed a written agreement with EIDCSC which sets forth in detail the mutual obligations and rights of EIDCSC and such Participating Jurisdiction.

- 2.16 President. "President" shall mean the president of EIDCSC.
- 2.17 Quorum. For purposes of the business of the Board, a simple majority of all Directors, including at least two (2) Representatives from the City and at least two (2) Representatives from the County, shall constitute a "quorum." A simple majority of all Representatives on the Executive Committee shall constitute a quorum for purposes of Executive Committee business.
- 2.18 Representative. "Representative" shall mean an individual designated to the Board.
- 2.19 Represented Jurisdiction. "Represented Jurisdiction" shall mean the City, the County and any other Participating Jurisdiction.

### ARTICLE III

#### THE BOARD OF DIRECTORS

- 3.1 General powers and responsibilities. Subject to the provisions of the Law and any limitations in the Articles of Incorporation and these Bylaws, the activities and affairs of EIDCSC shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the activities of EIDCSC to any person or persons, a management company or

committees, however composed, provided that the activities and affairs of EIDCSC shall be managed and all corporate powers shall be exercised under the ultimate discretion of the Board.

**3.2 Duties.** It shall be the duty of the Directors to:

**3.2.1** Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation, or by these Bylaws;

**3.2.2** Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties of all officers, agents and employees of EIDCSC;

**3.2.3** Supervise all officers, agents and employees of EIDCSC to ensure that their duties are performed properly;

**3.2.4** Meet at such times and places as required by these Bylaws;

**3.2.5** Register their addresses with the Secretary of EIDCSC. Notices of meetings mailed, telegraphed or faxed to them at such addresses shall be valid notices thereof.

**3.3 Composition.** The authorized number of Directors shall be forty-five (45) until changed by amendment of the Articles of Incorporation or these Bylaws. The Board shall consist of the following persons, initially designated by the chair of the City Transition Team and thereafter by the President and approved by a majority of the Board:

**A. The following Government Representatives:**

1. The five (5) elected members of the Los Angeles County Board of Supervisors or designees from their respective staffs
2. The fifteen (15) elected members of the Los Angeles City Council or designees from their respective staffs
3. The Mayor of the City of Los Angeles or a designee from the Mayor's staff
4. The Chief Administrative Officer of the County of Los Angeles
5. The Chief Legislative Analyst for the City of Los Angeles
6. One (1) member of the Board of Public Works

**B. The following Industry Representatives:**

1. Six (6) Directors representing Industry labor from:
  - (a) IATSE International
  - (b) The Directors' Guild of America
  - (c) The Screen Actors Guild
  - (d) Teamsters
  - (e) Basic Crafts
  - (f) Writers Guild



2. Three (3) Directors representing:
  - (a) Major studio theatrical production
  - (b) Major studio television production
  - (c) Major studio facilities and operations
3. One (1) Director representing the Alliance of Motion Picture and Television Producers (AMPTP)
4. One (1) Director representing the still photography industry
5. One (1) Director representing the Music Video Producers Association (MVPA)
6. One (1) Director who is an independent theatrical producer
7. One (1) Director representing the International Teleproduction Society (ITS)
8. One (1) Director who is an independent television producer
9. One (1) Director representing the Association of Independent Commercial Producers (AICP)
10. One (1) Director from the AICP representing a multimedia or "new" technology company
11. One (1) Director representing talent agencies
12. One (1) Director representing the National Association of Theatre Owners (NATO)
13. Two (2) Directors elected by the Board

3.3.1 Additional Directors. Additional Directors may be added by a two-thirds (2/3) vote of the authorized Board of Directors.

- 3.3.2 Designation of Directors. The chair of the City Transition Team shall have sole discretion in determining the method of designation. The President shall have sole discretion in determining the method of designation, provided, however, that in determining who to designate as a Director, the President shall consider any person recommended by the organization or entity to be represented.
- 3.4 Term of Service. Directors shall be designated by the chair of the City Transition Team or the President (upon approval by a majority of the Board) to take office upon designation. Each Director shall serve at the pleasure of the chair of the City Transition Team or the President (upon approval by a majority of the Board). However, the term of service for Industry Representatives shall not be more than four (4) years.
- 3.5 Voting. Each Director shall have one vote.
- 3.6 Removal of Directors. Directors may be removed by a majority vote of the authorized Board. Voting on removal shall take place no sooner than during the next regular meeting following that at which a motion to remove a Director(s) was introduced.

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**3.7 Vacancies.** Vacancies on the Board shall be filled in the same manner as the Director whose office is vacant was selected, provided, however, that any vacancy to be filled by election by Directors may be filled by a majority vote of the remaining Directors, although less than a quorum, or by the sole remaining Director at any regular or special meeting of the Board. Each Director so selected shall hold office at the pleasure of the chair of the City Transition Team or the President (upon approval by a majority of the Board).

**3.8 Agreements between EIDCSC and Represented Jurisdictions.**

**3.8.1 Generally.** Each Represented Jurisdiction shall execute a written agreement ("Agreement") with EIDCSC which sets forth in detail the mutual obligations and rights of EIDCSC and such Represented Jurisdiction.

**3.8.2 Scope of Agreement.** At a minimum, each Agreement must address the following subjects:

- A. Scope of work
- B. Contract administration
- C. Film permit general terms and conditions
- D. Indemnification
- E. Indemnity and insurance
- F. Notification program and procedures

- G. Receiving revenue and dispersing funds
- H. Reporting requirements
- I. Term of contract
- J. Termination of contract.

#### ARTICLE IV

#### ADMINISTRATION

- 4.1 Officers. The officers of EIDCSC shall consist of the President, Chair, First Vice Chair, Second Vice Chair, Secretary and Treasurer. Except for the President, all officers shall be elected from the members of the Board. Neither the Secretary nor the Treasurer may serve concurrently as President, Chair, First Vice Chair, or Second Vice Chair.

#### 4.2 Terms of office.

4.2.1 Length of officers' terms. Except for the President, who shall serve for the maximum term as provided by the Law, the term for all officers shall be one (1) year. Except for the President, no officer may serve in any one office for more than three (3) consecutive terms. The positions of Chair, First Vice Chair and Second Vice Chair shall rotate consecutively between the County, the City and the Industry. Neither the County, the City, nor the Industry shall hold more than one (1) office of Chair, First Vice Chair or Second Vice Chair at any one time.

4.3 Election of officers. The Board shall elect, by majority vote of a legally constituted quorum, its officers at its first meeting and at its first meeting after the beginning of the fiscal year thereafter, and at such other times as a vacancy in any office arises.

4.4 Rotation of offices. It shall be the policy of the Board to encourage rotation of the offices (except for the office of the President) among the Representatives on the Board.

- 4.5 Removal of officers by majority vote. Officers may be removed by a majority vote of the authorized Board. Voting on removal shall take place no sooner than during the next regular meeting following that at which a motion to remove an officer(s) was introduced.
- 4.6 Succession of officers in event of death or resignation. The First Vice Chair shall succeed the Chair in the event of the Chair's death or resignation. The Second Vice Chair shall succeed the First Vice Chair in the event of the First Vice Chair's death, resignation or succession to the office of Chair pursuant to this Article. The Treasurer shall succeed the Second Vice Chair in the event of the Second Vice Chair's death, resignation or succession to the office of First Vice Chair pursuant to this Article. In the event of the Treasurer's death, resignation or succession to the office of Second Vice Chair pursuant to this Article, the Secretary shall succeed the Treasurer. These officers shall perform the duties of their new positions until such time as an election is held by the Board.
- 4.7 Unexcused absence. In the event that a Director fails to attend three consecutive meetings without a reasonable excuse (e.g. work/health), and fails to appoint an interim designee, the position shall be deemed vacant. The reasonableness of an excuse shall be determined by the Executive Committee.

4.8 Duties of officers. Each and every officer as provided for in these Bylaws shall serve at the pleasure of the Board and shall perform such duties and shall have such powers as the Board may periodically determine.

4.8.1 Duties of the Chair. The Chair shall set the agenda and preside at all meetings of the Board and exercise and perform such other powers and duties as may be periodically assigned to the Chair by the Board or provided herein. In any case in which the execution of a document or the performance of an act is directed, the Chair, unless an act of the Board otherwise provides, is empowered and directed to execute such document or perform such act.

The Chair shall be an ex-officio member of all standing and special committees. Special committees shall be established and Directors shall be appointed thereto by the Chair periodically as the Chair deems necessary.

4.8.2 Duties of the First Vice Chair. The First Vice Chair shall perform the duties of the Chair in his or her absence and when so acting, shall have all powers of and be subject to all restrictions upon the Chair. The First Vice Chair, as an ex-officio member, shall be in charge of overseeing all standing and special committees.

- 4.8.3 Duties of the Second Vice Chair. The Second Vice Chair shall perform the duties of the Chair in the absence of the Chair and the First Vice Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair.
- 4.8.4 Duties of the Treasurer. The Treasurer shall be the depository of funds and have custody of all funds of the Board from whatever source, and shall draw warrants or check warrants against the funds of the Board in the Treasury when the demands are approved by the Board.
- 4.8.5 Duties of the Secretary. The Secretary shall be responsible for all records of the Board, including, but not limited to, minutes of meetings, mailing lists and legal documents.
- 4.8.6 Duties of the President. The President shall be the chief administrative officer of EIDCSC. The President shall be appointed by a majority of a legally constituted quorum of the Board and shall receive such compensation as may be fixed by the Board. The powers and duties of the President include the following:
- A. Subject to the authority of the Board and under the direction of the Executive Committee, to administer the affairs of EIDCSC;
  - B. To appoint, direct and remove all employees of EIDCSC;



- C. To prepare and present a budget annually to the Board and to control the approved budget;
- D. To prepare and execute all documents required for EIDCSC to gain exemption from federal and state taxes;
- E. To enter into Agreements with Represented Jurisdictions as the President, in his reasonable discretion, deems necessary or appropriate; and
- F. To perform such other and additional duties as the Board may require.

4.9 Compensation of Officers. Except for the President, all officers shall serve without compensation. The President shall receive reasonable compensation for his services, as determined by a majority of the Board.

4.10 Executive Committee.

4.10.1 Purpose. The Board may, by resolution adopted by a majority of the number of Directors then in office, establish an Executive Committee which shall be in charge of the day-to-day policy direction of EIDCSC. The Executive Committee shall have the powers of the Board during periods when the Board is not in session and such other powers as shall be lawfully delegated to it by the Board.

The Executive Committee shall have the power to delegate the day-to-day operation of EIDCSC to the President (as provided in Article 4.8.6 hereof) provided that the operations and activities of EIDCSC shall be under the ultimate discretion of the Executive Committee.

The Executive Committee shall also review and approve, on an annual basis, a five (5) year plan for EIDCSC (the "Plan"). The Plan will detail the policy direction of EIDCSC with relation to the marketing program, business retention efforts, community relations program, and multimedia relations.

**4.10.2 Exceptions.** The Executive Committee may not, however, engage in any of the following actions:

- (a) The approval of any action which, under law or the provisions of these Bylaws, requires the approval of all Directors or a majority of all Directors;
- (b) The filling of vacancies on the Board or on any committee which has the authority of the Board;
- (c) The amendment or repeal of the Bylaws or the adoption of new bylaws;

- (d) The amendment or repeal of any Board resolution, which by its express terms, is not so amendable or repealable; or
- (e) The approval of any transaction to which EIDCSC is a party and in which one or more of the Directors has a material and/or financial interest, except as expressly provided in Section 5233(d)(3) of the Law.

**4.10.3 Records and reports.** The Executive Committee shall keep regular minutes of its proceedings, cause them to be filed with the other records of EIDCSC, and shall report the same to the Board periodically as the Board may require. All matters acted on by the Executive Committee that are usually acted on by the Board shall be reported to the Board at its next meeting.

**4.10.4 Composition.** The following Directors shall constitute the Executive Committee:

- (a) Three (3) Directors who are elected members of the Los Angeles City Council, or their designees appointed by the President thereof, or two (2) Directors who are elected members of the Los Angeles City Council appointed by the President thereof and one (1) Director elected at large to hold the position of Chair, First Vice Chair or Second Vice Chair
- (b) One (1) Director from the Office of the Mayor of the City
- (c) Four (4) Directors from the County Board of Supervisors or their designees (three (3) appointed by the Chairman of the County Board and one (1) elected at large to hold an officer position)
- (d) One (1) Industry Representative from the AMPTP
- (e) One (1) Industry Representative from the AICP
- (f) One (1) Industry Representative from labor unions or guilds

Of the three (3) Industry Representatives, one shall be elected to hold an officer position. The Chair, the First Vice Chair and the Second Vice Chair shall rotate between the City, the County and the Industry.

4.10.5 Length of Executive Committee member terms. The terms of Executive Committee members not specifically designated by the Bylaws shall be four (4) years.

4.11 Other committees. The Board shall have the power to establish such other committees as it may deem appropriate.

4.12 Conduct of meetings. All meetings of the Board, the Executive Committee and any other committees which may be created shall be conducted in accordance with Roberts's Rules of Order.

**ARTICLE V**  
**CONDUCT OF MEETINGS**

- 5.1 **Agenda.** Matters to be placed on the agenda for any regular meeting may be filed with the Chair of EIDCSC. The agenda for each regular meeting shall be prepared by the Chair. The agenda shall be prepared pursuant to the provisions of the Ralph M. Brown Act as set forth in Sections 54940 et seq. of the California Government Code (the "Brown Act").
- 5.2 **Regular meetings.** The Board shall conduct its regular meeting approximately every six months but in no event less than once during each calendar year.
- 5.3 **Special meetings.** Special meetings may be called at the request of the Chair or a majority of the Board. Notice of all special meetings shall be provided pursuant to applicable provisions of the Brown Act.
- 5.4 **Ralph M. Brown Act.** Regular and special meetings of the Board shall be noticed and open to the public and shall be conducted in accordance with all applicable provisions of the Brown Act.

5.5 Minutes. The Secretary shall cause to be kept the minutes of all Board meetings and shall cause a copy of these minutes, along with copies of all ordinances and resolutions enacted to be forwarded to each of the Directors.

5.6 Actions of the Board. Except as otherwise provided herein, actions of the Board shall be passed upon the affirmative majority vote of a quorum of the Board.

5.7 Amendments.

5.7.1 Amendment of Bylaws. A two-thirds (2/3) vote of the authorized Board is required to adopt an amendment to these Bylaws. All proposed amendments to these Bylaws shall be mailed to each Director at least thirty (30) calendar days prior to the meeting at which the amendments are to be considered.

5.7.2 Amendment of Articles of Incorporation. A two-thirds (2/3) vote of the authorized Board is required to amend the Articles of Incorporation of EIDCSC. All proposed Amendments to the Articles of Incorporation shall be mailed to each Director at least thirty (30) calendar days prior to the meeting at which the amendments are to be considered. Notwithstanding the above subsection of this Article V, EIDCSC shall not amend its Articles of Incorporation to alter any statement which appears in the

original Articles of Incorporation of the names and addresses of the initial two Directors of EIDCSC, nor the name and address of its initial agent, except to correct an error in such statement or to delete such statement after EIDCSC has filed a Statement by a Domestic Nonprofit Corporation pursuant to Section 6210 of the Law.

5.8 Business in the absence of a quorum. Except as otherwise provided in these Bylaws or in the Articles of Incorporation of EIDCSC, or by applicable law, no business shall be considered by the Board at any meeting at which a quorum is not present, and the only motion which the Chair shall entertain at such a meeting is a motion to adjourn.

5.9 Compensation. The Directors shall serve without compensation.

5.10 Restriction regarding interested Directors. Notwithstanding any other provision of these Bylaws, not more than forty-nine percent (49%) of the Directors may be interested persons. For purposes of this Article, "interested persons" means either:

5.10.1 Any person compensated by EIDCSC for services rendered it within the previous twelve (12) months, whether as a full- or part-time officer or other



employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as a Director;

5.10.2 Any brother, sister, ancestor, descendant, spouse, domestic partner, brother-in-law, sister-in-law, mother-in-law or father-in-law of any such person.

5.11 Non-liability of Directors. The Directors shall not be personally liable for the debts, liabilities or other obligations of EIDCSC.

5.12 Indemnification by EIDCSC of Directors, officers, employees and other agents.

To the extent that a person who is, or was, a Director, officer, employee or other agent of EIDCSC has been successful on the merits in defense of any civil, criminal, administrative or investigative proceeding brought to procure a judgment against such person by reason of the fact that he or she is, or was, an agent of EIDCSC, or has been successful in defense of any claim, issue or matter therein, such person shall be indemnified against expenses actually and reasonably incurred by the person in connection with such proceeding. If such person either settles such a claim or sustains such a judgment against him or her, then indemnification against expenses, judgments, fines, settlements and other amounts reasonably incurred in connection with such proceedings shall be provided by

EIDCSC but only to the extent allowed by, and in accordance with the requirements of, Section 5238 of the Law.

**ARTICLE VI**  
**BUSINESS OFFICE AND STAFF**

- 6.1 EIDCSC's business office shall initially be located at 6922 Hollywood Boulevard, Suite 600, Los Angeles, California 90028.

**ARTICLE VII**  
**CORPORATE RECORDS AND REPORTS**

- 7.1 Maintenance of corporate records. EIDCSC shall keep the following materials at its principal office in the State of California:

A. Minutes of all meetings of the Board, the Executive Committee and any other committees. Such records must indicate the time and place of such meetings, whether regular or special, how called, the notice given, names of those present and proceedings thereof;

B. Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;

C. A record of all Directors, Representatives on the Executive Committee, and Representatives on any other committees, including the names and addresses (post office boxes and business addresses are acceptable) of such persons; and

D. A copy of EIDCSC's Articles of Incorporation and Bylaws as amended to date. Such copies shall be open to inspection by all Directors and Representatives of any committees, at all reasonable times during office hours.

7.2 Directors' inspection rights. Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical property of EIDCSC.

7.3 Right to copy and make extracts. Any inspection under the provisions of this article may be made by a Director or Representative on a committee in person, or by their agent or attorney. The right to inspection includes the right to copy and make extracts.

**ARTICLE VIII****GENERAL ADMINISTRATIVE BUDGET**

- 8.1 As soon as possible after the formation of EIDCSC, at the first meeting of the Board and annually in the month of May, a general administrative budget shall be adopted by the Board.

**ARTICLE IX****ACCOUNTING**

- 9.1 The fiscal year of EIDCSC shall be from July 1 to June 30, following.
- 9.2 Full books and accounts shall be maintained for and by EIDCSC in accordance with practices established by or consistent with those utilized by like corporations.
- 9.3 The records and accounts of EIDCSC shall be audited annually by an independent certified public accountant and copies of each such audit report shall be provided to the Board.

## ARTICLE X

### PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS

- 10.1 Prohibition against sharing corporate profits and assets. No Director, officer, employee, or other person connected with EIDCSC, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of EIDCSC, provided, however, that this provision shall not prevent payment to any such person of reasonable compensation for services performed for EIDCSC in effecting any of its public or charitable purposes, provided that such compensation is otherwise permitted by these Bylaws and is fixed by resolution of the Board; and no such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets upon dissolution of EIDCSC. Upon such dissolution or conclusion of the affairs of EIDCSC, whether voluntary or involuntary, the assets of EIDCSC, after all debts have been satisfied, shall be distributed as required by the Articles of Incorporation of EIDCSC and not otherwise.

**ARTICLE XI****MEMBERS**

- 11.1 **Determination of Members.** If EIDCSC makes no provision for members, then, pursuant to Section 5310(b) of the Law, any action which would otherwise, under law or the provisions of the Articles of Incorporation or Bylaws of EIDCSC, require approval by a majority of all members or approval by the members, shall only require the approval of the Board.

**ARTICLE XII****EFFECTIVE DATE**

- 12.1 **These Bylaws** go into effect immediately upon their approval by a majority of the Board then in office.

**CERTIFICATE**

This is to certify that the foregoing is a true and correct copy of the Bylaws of EIDCSC named in the title thereto and that such Bylaws were duly adopted by the Board of Directors of said corporation.

Dated: \_\_\_\_\_

\_\_\_\_\_  
, Secretary

**Amendments to the  
Entertainment Industry Development Corporation  
Bylaws**

Effective January 12, 2000:

Deletions are in ~~strikeout type~~. Additions are in *italics*.

§3.3 Composition. The authorized number of Directors shall be ~~forty-five (45)~~ *forty-nine (49)* until changed by amendment of the Articles of Incorporation or these Bylaws. The Board shall consist of the following persons, initially designated by the chair of the City Transition Team and thereafter by the President and approved by a majority of the Board. *Additional industry representatives may be added to the Board in order to qualify as an economic development organization under California law and regulation.*

§3.3. B.13 ~~Two (2) Directors elected by the Board.~~ *Additional industry representatives elected by the board in order to qualify as an economic development organization under California law and regulation.*

# EIDC Board of Directors\*

\*as currently indicated on EIDC website



# **Board of Directors**

## **The City of Los Angeles**

Mayor James Hahn \*

## **Los Angeles County Board of Supervisors**

Supervisor Michael D. Antonovich \*

Supervisor Yvonne Brathwaite-Burke \*

Supervisor Don Knabe

Supervisor Gloria Molina \*

Supervisor Zev Yaroslavsky \*

## **Los Angeles City Council**

Council Member Hal Bernson \*

Council Member Eric Garcetti

Council Member Ruth Galanter

Council Member Wendy Greuel \*

Council Member Janice Hahn

Council Member Nate Holden

Council Member Tom LaBonge

Council Member Cindy Miscikowski

Council Member Nick Pacheco

Council Member Alex Padilla \*

Council Member Jan Perry

Council Member Ed Reyes

Council Member Mark Ridley-Thomas

Council Member Jack Weiss

Council Member Dennis Zine

## **Additional Local Government Officials**

Ellen Stein, Board of Public Works,  
City of Los Angeles

David Janssen, County Chief  
Administrative Officer

Ron Deaton, City Chief Legislative  
Analyst

## **The Entertainment Industry**

Joe Aredas, IATSE

T.J. Baptie, Walt Disney Co.

Nina Blanchard, Fashion

Photographer

Tom Brodek, Independent Producer

Steve Caplan, AICP

Cody Cluff, EIDC

J. Nicholas Counter III, AMPTP \*

Melissa Gilbert, SAG President,  
Actress

Steve Dayan, Teamsters Local 399

Philip Feiner, Pacific Title & Art  
Studio

John Hughes, Rhythm & Hues  
Studios

Janie Kleiman, 20<sup>th</sup> Century Fox TV

Brad Krevoy, MPCA

Gary Lucchesi, Lakeshore Ent.

Gary Martin, Columbia Pictures

Rodney Mitchell, DGA

Milton Moritz, NATO

Frank Scherma, @radical.media

Leon Silverman, Laser-Pacific Media  
Corp.

Todd Singerman, Singerman Ent.

Dan Slusser, Digital Theatre  
Systems

Pam Tarr, Squeak Pictures

Terry Thoren, KLASKY CSUPO Inc.

David Wilson, PMR Group, Inc.

Current Contract  
between  
EIDC and County

00000 5-1

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 22nd day of June, 1999.

BY AND BETWEEN

COUNTY OF LOS ANGELES  
A body corporate and politic ("County")

AND

THE ENTERTAINMENT INDUSTRY  
DEVELOPMENT CORPORATION  
("Contractor")  
7083 Hollywood Boulevard, Fifth Floor  
Los Angeles, CA 90028

RECITALS

1. There is need for and interest in programs, projects and activities designed to encourage filming and expedite the processing of filming permits within the County of Los Angeles to reduce runaway production and to encourage cooperation between residents, merchants and film production companies;
2. The County is authorized to enter into an agreement with private agencies including nonprofit corporations for the operation of County programs and to expend funds for such programs;
3. The County Board of Supervisors has determined that public purposes will be served by entering into this Agreement with the Contractor for the operation of the County film permit function;
4. The Contractor is duly incorporated pursuant to the California Nonprofit Public Benefit Corporation Law and is authorized by law to provide the services and collect fees contemplated by this Agreement;
5. The Contractor is qualified by reason of experience, preparation and organization to provide the services contained within this Agreement;
6. The Contractor has duly performed its obligations under the prior agreement between the Contractor and the County dated June 27, 1995 (the "June 1995 Agreement"), and the Contractor and the County desire to extend the term of the services to be provided by the Contractor an additional ten (10) years. Modifications to the Scope of Work attached hereto as Exhibit A are declarative of, and intended only to clarify, the duties and responsibilities given the Contractor pursuant to this Agreement as well as the June 1995 Agreement. In addition, the Contractor and the County have established acceptable practices and procedures for the collection and payment to the County of film permit-related fees, and any modifications to the provisions relating thereto are intended to harmonize the requirements of this Agreement with the established course of conduct.

NOW THEREFORE, in consideration of the mutual covenants, representations, and agreements herein set forth and mutual benefits to be derived therefrom the parties agree as follows:

#### Section 1. Term of Agreement.

The term of this Agreement shall commence on July 1, 1999, and shall terminate on June 30, 2008, unless terminated earlier in accordance with Section 15 hereof.

#### Section 2. Activities to be Performed.

The Contractor shall perform all the services set forth in the Scope of Work, Exhibit "A" to this Agreement, a copy of which is attached hereto and incorporated herein by this reference.

#### Section 3. Consideration.

For performance of the services required hereunder the County shall allow the Contractor to retain all filming permit application fees (as set forth in Section 8). Out of these fees, the Contractor may compensate itself, including the salaries of officers and employees, and pay for all other expenses and shall maintain any sum in excess of expenses for reserves or shall utilize same in the Contractor's discretion to further the entertainment industry in the County of Los Angeles. Except for use charges that are due to and collected by the County directly from Permittees, Contractor shall collect applicable use charges charged by and due the County in connection with filming activities and disburse such charges to the Auditor-Controller of the County on a once-a-month basis, for subsequent payment to the appropriate County departments. Contractor shall include with remittance a report identifying specific amounts due to specific departments. Contractor shall also collect from the applicant a clean up/repair deposit in the form of a certified or cashier's check or, in the discretion of the Contractor, a company check. In lieu thereof, Contractor may allow deposit to be made by use of a credit card.

To ensure quality of service to the entertainment industry and to the residents of the County of Los Angeles, and to support the mission of County departments in protecting public property and parklands, the Contractor shall on an annual basis review the filming permit application fees and recommend increases or decreases to the County Board of Supervisors for approval; the Contractor is further expressly prohibited from merging or consolidating with any other group or entity without prior formal approval of the County Board of Supervisors.

The use charges shall be based upon amounts as established by the County or an estimate of the cost of the County providing the services to the Permittee, as applicable. Any excess of such estimate and deposit shall be handled in accordance with the film permit general terms, conditions and restrictions.

#### Section 4. Contract Administration.

The Executive Officer, Board of Supervisors, of the County of Los Angeles, hereinafter called the "County Contract Administrator," or designee shall have full authority to act for the County in the administration of this contract, consistent with the provisions contained within.

#### Section 5. Accounting.

The Contractor must maintain for five years on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards, and the *County Auditor-Controller Contract Accounting and Administration Handbook*. All records must be made available to the County Contract Administrator upon request, and will be subject to audit by authorized representative of County.

The Contractor shall submit to the County Contract Administrator copies of its annual financial statements. Said statements shall include specific information as to all sources of funds and amounts received from each source. In addition, estimated non-cash contributions of the Contractor's members shall be set forth in a supplemental statement to the monthly financial statements. The quarterly summaries referred to in Section 6 shall be accompanied by copies of the Contractor's monthly financial statement for that respective period, and shall support the basic program costs reported thereon. The Contractor shall maintain year-end financial statements and statistical summaries in perpetuity.

Within three months after the end of each fiscal year ending June 30, Contractor shall deliver to County a set of audited financial statements prepared by a Certified Public Accountant, setting forth Contractor's financial condition and the result of Contractor's operations for such Accounting Year. In addition, the audit scope will include a separate report on the accuracy and completeness of the statement of gross receipts reported to the County and the resultant revenue paid to the County.

With submission of the Year-End Report, the Contractor shall submit a report to the County Contract Administrator, indicating, by County department, the services and results attained.

#### Section 6. Reporting Requirements.

The Contractor shall provide a formal annual review and report of the effect of the Contractor's policies and procedures and County contractual requirements as they relate to the attainment of established Contractor and County performance goals. The report will be detailed, as quantitative as possible, and will set forth recommendations for goals, policy adjustments and budgetary adjustments for the following year.

The Contractor shall furnish an addendum to the annual financial statements and annual operating budgets provided to the County which will provide a detailed estimate of the expenditures and revenue required to provide service to the County. The addendum shall include a corresponding statistical analysis of service provided and projected for the following year.

The Contractor shall provide an annual comparative analysis of all fees collected by the Contractor, regardless of jurisdiction. The analysis shall include revenue collected, level of service provided and recommendations for change.

The Contractor shall maintain data relating to the level of service provided. The data shall include, but not be limited to, the number of permit requests and phone calls, the average turnaround time on permit requests, the average costs of permits and customer service quality ratings. The report will comprise data by jurisdiction, County department and type of permit.

All changes to the Contractor phones, pagers, cellular phones, address, office hours and operating policies shall be provided in advance to the County Contract Administrator.

All formal documents submitted to County departments are to be concurrently provided to the County Contract Administrator unless specifically exempted in writing by the County Contract Administrator.

Quarterly summaries, by department and jurisdiction, of permit volume and revenue collections are to be provided to the County Contract Administrator within one (1) month after the end of the quarter.

The County Contract Administrator may require that any advertising copy, brochures, films, multimedia presentations or other such promotional efforts concerned with the County of

Los Angeles be submitted to the County Contract Administrator for written approval of the content; County Contract Administrator will provide response within five business days.

#### Section 7. County Protection From Non-Payment/Collection.

The Contractor shall collect fees, as estimated by the County of Los Angeles or its departments, associated with permits coordinated by the Contractor on behalf of the County; compensate the County in full for all use charges that the Contractor is responsible to collect and disburse to the County as provided in the first paragraph of Section 3 above; continually maintain a sufficient cash reserve to fully reimburse the County for non-payment of such fees by Permittees; and remit such fees (net of any fees refunded to permittees) to the Auditor-Controller no later than thirty (30) days after receiving notification from all County departments of the actual fees assessed by such departments in connection with the permitted filming activities.

After the thirty (30) days, outstanding fees payable by the Contractor to the County will be considered late. After sixty (60) days, outstanding fees will be considered delinquent and subject to penalty. The penalty for delinquent fees will be 1% of the delinquent amount. After ninety (90) days, delinquent fees and penalties will also be subject to interest charges. Interest on delinquent fees and penalties will be calculated at a rate equal to the current prime rate plus five percent and will be applied from the date of the original permit.

Remission of use fees to the County shall not be reduced by credit card merchant transaction fees or any overhead charges.

Remission of use fees to the County shall be done in U.S. currency and shall not be reduced by the costs associated with the conversion of foreign currency to U.S. currency.

#### Section 8. Permit Fees.

The Contractor will charge permit coordination fees which do not exceed the following fee schedule:

Permit Coordination Fee	\$450
Permit Coordination Rider	\$100
Still Photography Registration (Annual)	\$100
Still Photography Permit/Rider	\$ 0

All fees shall be applied equally to all applicants. With the exception of the groups described in Section 3F of the Scope of Work attached hereto as Exhibit A, for which fees are waived, criteria do not currently exist which allow applicants to be charged different rates. No other criteria shall be established which allow applicants to be charged different rates.

Upon the request of the Contractor, the County Contract Administrator shall have the authority to make annual adjustments to the schedule of coordination fees. Adjustments shall be equal to, or less than, the incremental change in the Consumer Price Index for All Urban Wage Earners and Clerical Workers for the Los Angeles Area as compiled by the United States Department of Labor, Bureau of Labor Statistics for the preceding calendar year (rounded off to the nearest dollar).

When any fee adjustment is made, a minimum of two weeks (14 calendar days) notice must be provided by the Contractor to the entertainment industry before the new fees are charged.

All permit coordination and still photography fees are to be retained by the Contractor (See Section 3)

Section 9. County Access to Contractor.

The Contractor shall provide priority handling of all phone calls from County staff to Contractor management.

Section 10. Record of Complaints.

The Contractor shall maintain a formal record of all complaints referred to Contractor by the County Board of Supervisors, and County departments. The record shall include time, date, person making the complaint, organization represented, address and telephone number of the person making complaint, detailed description of the problem, location of problem, permit holder, project name, resolution of problem, persons involved in resolution, cost of resolution and any other pertinent data as determined by the County Contract Administrator. The Contractor shall provide reports of the complaint record to the County Contract Administrator whenever requested.

Section 11. Competitive Bidding.

Contractor, prior to entering into any Agreement or making any purchases involving an expenditure of more than ten thousand dollars (\$10,000) related to County services or activities, shall solicit bids by advertisement or other method acceptable to the County Contract Administrator. Contractor shall make reasonable efforts to obtain bids from at least three different parties and shall select the lowest and best responsible contractor on the basis of such bids as they are received. Any such bid or proposal received should be documented and maintained by the Contractor for audit purposes. Notwithstanding the foregoing, Contractor shall reserve the right to reject all such bids.

Section 12. Indemnification

To the extent permitted by law, the County shall indemnify, defend and hold harmless Contractor and any member of the Board of Directors, officer, employee or agent of the Contractor from and against any and all liability, expenses (including defense costs and legal fees), and claims for damages or other relief of any nature whatsoever arising out of an act or omission to act of any Director, officer, employee or agent of Contractor providing such acts or omissions to act arose from the performance of duties within the scope of work to be performed under this Agreement, as set forth in Exhibit A entitled "Scope of Work." However, County shall not be liable to pay additional sums on account of judgments rendered against any Director, officer, employee or agent of Contractor for acts or omissions of any Director, officer, employee or agent of Contractor found to constitute bad faith, willful misfeasance, negligence or reckless disregard of duties.

Section 13. Insurance.

During the term of this Agreement, Contractor shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the County and shall be primary to and not contributing with any other insurance maintained by the County. Certificates or other evidence of insurance shall be delivered to Joanne Sturges, Executive Office, Board of Supervisors, Room 383 Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012, prior to commencing

services under this Agreement, shall specifically identify this Agreement and shall contain the express condition that County is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

a. Liability. Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include:

(1) General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than \$1,000,000 per occurrence.

- If written with an annual aggregate limit, the policy limit should be two times the above required occurrence limit.
- If written on a claims made form, the Contractor shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

b. Comprehensive auto liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit or not less than \$300,000 per occurrence.

c. Workers' Compensation. Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with a \$1,000,000 limit, covering all persons for which the Contractor is legally required to cover.

#### Section 14. Failure to Procure Insurance.

Failure on the part of the Contractor to procure or maintain required insurance shall constitute a material breach of contract under which County may immediately terminate this Agreement, or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies paid by County shall be repaid by the Contractor to County upon demand or County may offset the cost of the premiums against any monies due the Contractor from County.

#### Section 15. Termination.

Notwithstanding any other provision contained herein to the contrary, County or Contractor may terminate this Agreement upon thirty (30) days prior written notice to the other party, subject to all provisions for statements, audits, payments, or refunds contained in this Agreement. County Contract Administrator is hereby empowered to give said notice. County may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in funding for the Agreement activity, upon failure to procure or maintain insurance as required in Section 13, upon Contractor's merger or consolidation with any other entity, or upon the occurrence of any business decision that significantly alters the staffing, composition of the Board of Directors or any other similar occurrence, or if for any reason the timely completion of the work under this Agreement is rendered improbable, infeasible or impossible. In such event the Contractor and County shall be compensated for all services rendered and all necessarily incurred costs performed in good faith and in accordance with the terms of this Agreement that have not been previously reimbursed, to the date of said termination to the extent that funds are available. Further, at termination the County will release the Contractor from any obligations under any lease or sublease of space from the County utilized by the Contractor.



**Section 16. Notices.**

The following address shall serve as the places to which notices and other correspondence between the parties shall be sent:

**Contractor's Address:** 7083 Hollywood Boulevard, Fifth Floor  
Los Angeles, CA 90028

**County's Address:** County of Los Angeles  
Executive Office, Board of Supervisors  
Rm 383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

**Section 17. Incorporation of Exhibits, Precedence of Documents**

(a) Hereby incorporated by reference into this Agreement are Exhibits A, B, C, and D, which are attached hereto.

Exhibit A.	Scope of Work
Exhibit B.	Code of Conduct
Exhibit C.	Los Angeles County Community Business Enterprise Program
Exhibit D.	General Terms, Conditions and Restrictions

(b) In the event of an inconsistency between any of the provisions of this Agreement and/or appendices hereto, the inconsistency shall be resolved by giving precedence in the following order:

1. Provisions of this Agreement
2. Exhibit A. Scope of Work
3. Exhibit B. Code of Conduct
4. Exhibit C. Los Angeles County Community Business Program
5. Exhibit D. General Terms, Conditions and Restrictions

**Section 18. Discrimination.**

No person shall, on the grounds of race, sex, creed, color, religion, handicap, political affiliation or belief, national origin, sexual orientation, marital status, medical condition or age be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs or employment supported by this Agreement.

**Section 19. Citizenship and Alien Status.**

a. The Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, Public law 99-603, (8 USC §§1324a et. seq.).

b. The Contractor shall obtain from all covered employees performing services hereunder all verification and other documentation of employment eligibility status required by

Federal statutes and regulations as they currently exist, and as they may hereafter be amended. The Contractor further agrees to retain such documentation for all covered employees for the period prescribed by law.

#### **Section 20. Community Business Enterprises.**

It shall be the policy of Contractor to provide Community Based Enterprises (CBE'S) an equal opportunity to participate as contractors in the performance of Contractor functions. The Contractor shall make a reasonable effort to ensure that all available enterprises have an equal opportunity to compete for and participate in Contractor contracts.

#### **Section 21. Monitoring and Evaluation.**

The County may monitor, evaluate and provide guidance to the Contractor in the performance of this Agreement. Authorized representatives of the County shall have the right of access to all activities, records and facilities operated by the Contractor under the Agreement. Records include all files, accounting records, and other documents related to the performance of this Agreement. All such records shall be subject to audit and inspection; County will be entitled to produce copies of any such documents. Facilities include any area where the filming permit function is performed. Activities include attendance at meetings of the staff, the Board of Directors and observation of on-going program functions. The Contractor will ensure the cooperation of its staff and board members in such efforts. The County Contract Administrator or designee may periodically conduct program progress reviews. These reviews will focus on the extent to which the planned program has been implemented, the measurable goals achieved, the effectiveness of program management, and the impact of the program.

#### **Section 22. Quality Assurance Plan**

The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this Agreement.

#### **Section 23. Gratuities.**

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a proposer with the implication, suggestion or statement that the proposer's provision of the consideration may negatively affect the County's consideration of the proposer's submission. A proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the contract.

A proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the proposer's submission being eliminated from consideration.

**Section 24. Termination for Improper Consideration.**

County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

**Section 25. Lobbying.**

The Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

**Section 26. Consideration of GAIN Program Participants for Employment.**

Should Contractor require additional replacement personnel after the effective date of this agreement, Contractor shall give consideration for any such employment openings to the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Contractor.

**Section 27. Compliance with County Child Support Compliance Program.**

Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program, attached hereto as Exhibit E (see County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements of the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served orders for Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Contractor's failure to maintain compliance with this section shall constitute a default by Contractor under this contract. Without limiting the rights and remedies available to the County under any other provision of this contract, failure to cure such default within 90 days of notice by the Los Angeles District Attorney shall be grounds upon which the County may terminate this contract pursuant to Section 15 above.

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understand that it is county's policy to encourage all County contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's District Attorney will supply Contractor with the poster to be used.

**Section 28. Compliance with Laws.**

This Agreement shall be construed in accordance with and governed by the laws of the State of California. The parties agree to be bound by all applicable federal, state, and local laws, ordinances, regulations, and directives insofar as they pertain to the performance of this Agreement.

**Section 29. Independent Contractor.**

All parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be agents or employees of the other party for whatever purpose.

**Section 30. Amendments.**

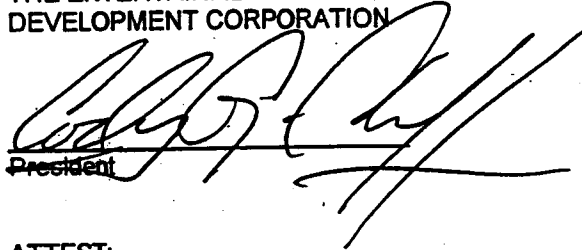
This Agreement, with exhibits, embodies the whole of the Agreement of the parties hereto. There are no agreements not contained herein. Except as herein provided, addition or variation of the terms of this Agreement shall not be valid unless made in the form of a written amendment to this Agreement approved and executed by the Executive Director of the Contractor and the Board of Supervisors.

Section 31. Severability.


The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

THEREFORE, the parties hereto have caused this Agreement to be duly executed on the date first above written.

THE ENTERTAINMENT INDUSTRY  
DEVELOPMENT CORPORATION

  
President

COUNTY OF LOS ANGELES

  
Chair, Board of Supervisors

ATTEST:

JOANNE STURGES, Executive Officer  
Clerk of the Board of Supervisors

  
Deputy



APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By   
Senior Assistant County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

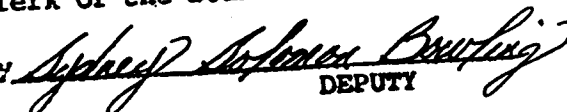
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JUN 22 1999

  
JOANNE STURGES  
EXECUTIVE OFFICER

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

JOANNE STURGES  
Executive Officer -  
Clerk of the Board of Supervisors

By   
DEPUTY



68385  
S-1

SCOPE OF WORK

ENTERTAINMENT INDUSTRY DEVELOPMENT CORPORATION

1. Definitions

1.1 Hereinafter the following terms will be used:

- A. The Entertainment Industry Development Corporation will be referred to as "Contractor."
- B. The County of Los Angeles will be referred to as "County."

2. Purposes and Beneficiaries

2.1 The purpose of this Agreement includes:

- A. Coordinate the issuance of film permits in a centralized manner;
- B. Coordinate the issuance of film permits so as to assure that filming will be conducted at such times and in such manner as to cause a minimum of interference with neighborhood and merchant districts;
- C. Develop and implement community outreach programs for residential and commercial districts on a proactive basis;
- D. Improve actions relating to motion picture, television, and photography activities for the Los Angeles County area;
- E. Market and promote Los Angeles County to the entertainment industry;
- F. Develop programs that enhance and retain jobs in all segments of the entertainment industry including multimedia and other new emerging technologies.

3. The Contractor shall:

- A. Coordinate with all County departments the approval and issuance of all use permits required using all property for filming belonging to, or under the control of, the County only as specifically authorized by the terms of this Agreement, and in compliance with all applicable County codes, policies and procedures;
- B. Coordinate with County departments the approval and issuance of permits for on-location filming in accordance with the terms of applicable County codes, policies and procedures regulating the issuance of such permits;
- C. Coordinate and review the issuance of permits for on-location filming on private property in the County in accordance with the terms of applicable County codes, policies and procedures regulating the issuance of such permits;

- D. Develop filming guidelines for areas that are heavily impacted due to the amount of filming that occurs or due to the physical limitations of the location, in consultation with the respective elected officials, affected County departments, and with appropriate community representatives;
- E. Collect all use fees due County departments as required by County ordinance and in accordance with established County procedures, except for those use fees that are due to or collected by the County directly from Permittees; such fees must be collected from Permittees prior to issuance of permits;
- F. Remit to County use fees collected on behalf of County departments in connection with film permits; fees due the County cannot be waived without Board of Supervisors approval, except for:
- Los Angeles City and County agencies (with respect to all fees other than road use fees);
  - Other government agencies and not-for-profit organizations qualified under Internal Revenue Code § 501(c) (appropriate documentation, including IRS exemption number required);
  - Students of recognized educational institutions (full-time enrollment verification required);
  - Members of the press; and
  - Cable television public access users.
- G. Mediate disputes that arise between production companies and residential and merchant districts as a result of the impacts of on-location motion picture production;
- H. Develop and implement community relations/outreach programs (including advance notification programs) that work to reduce negative impacts of filming on communities;
- I. Develop and encourage the industry to adhere to a "code of conduct" identifying specific behavior that companies should strive to maintain including: adherence to permit details, maintenance of a low noise level, observance of designated parking areas, no trespassing onto neighbors' property, observance of designated smoking areas, adherence to common sense, good taste and details as specified in Exhibit B (Code of Conduct), which will be attached to all permits issued;
- J. Coordinate the issuance of and investigate compliance with film permits so as to ensure that filming will be conducted consistent with public health, safety and general welfare; at such times and in such a manner as to cause a minimum of interference with neighborhood and merchant districts; and in accordance with the permit terms and conditions attached as Exhibit D and applicable County ordinances and regulations;
- K. Investigate complaints (including complaints relating to filming activities and compliance with permit terms and conditions and other applicable laws and regulations) and assist in the resolution of disputes relating to such complaints as well as any disputes between the film industry and County departments concerning filming in the County of Los Angeles;

- L. Upon receiving reports or otherwise learning of actual or possible violations of permit terms and conditions, after notice to the County's Contract Administrator, take any action authorized by the terms of the permit as well as any other action that Contractor in the exercise of its judgment and discretion deems appropriate to protect the public health, safety and general welfare; to minimize filming's impacts on neighborhood and merchant districts; and to implement the policies and requirements of applicable County codes and policies regulating on-location filming or the issuance of permits for on-location filming, including without limitation, (i) suspending or revoking permits; (ii) imposing additional terms or conditions on permits; (iii) pending investigations into possible permit violations, refusing to process other permit applications made by or on behalf of parties involved in the conduct or potential violation under investigation; and (iv) refusing to process future applications by or on behalf of permit violators.
- M. Develop and administer programs to promote the development of the filming industry in the County of Los Angeles;
- N. Cooperate with other governmental agencies seeking to promote the development of the film industry in the County of Los Angeles;
- O. Cooperate with other efforts to promote the image of the County of Los Angeles;
- P. Periodically review and recommend, if necessary, changes in the schedule of application fees to fully recover all costs involved in the operations of the film office;
- Q. Provide technical assistance and resources to individuals or organizations submitting permit applications and otherwise desiring to conduct a motion picture, television, or photography business in the County of Los Angeles;
- R. Consult with and advise County departments, the County Board of Supervisors and the County Contract Administrator in all matters relating to filming, including, but not limited to, recommended changes and improvements in fees, legislation, policies, procedures and methods;
- S. Coordinate with County agencies and departments the periodic review of the County's filming permit processing system and make recommendations to the County Board of Supervisors regarding the ways to increase the system's efficiency and effectiveness;
- T. Perform other duties as may be prescribed by the County Board of Supervisors;
- U. Provide a process for community input and complaint resolution; develop performance standards and operating guidelines for complaint resolution;
- V. Develop records, reports and statistical data including, but not limited to, types and number of permits, area filming schedules, complaints, and violations;
- W. Develop and implement programs and services to assist in retaining and promoting the entire entertainment industry in the County of Los Angeles;
- X. The Contractor shall consult with the industry and the County Contract Administrator and provide a system for fair, objective and constant evaluation, monitoring and improvement of customer service levels.



- Y. The Contractor will provide location assistance to the industry as a method of better distributing filming within the County of Los Angeles.

CODE OF CONDUCT

To our Companies: You are guests and should treat this location, as well as the public, with courtesy. If we do not all work toward improving our relationship with the local communities in which we work, we will see more production leaving southern California, resulting in fewer jobs for us all. Please adhere to the following guidelines.

To the Public: If you find this production company is not adhering to the Code of Conduct, please call Stephanie Liner, Entertainment Industry Development Corporation at (800) 201-5982.

1. When filming in a neighborhood or business district, proper notification is to be provided to each merchant or neighbor who is directly affected by the company (this includes parking, base camps, and meal areas). The filming notice should include:
  - name of company
  - name of production
  - kind of production (e.g. feature film, movie of the week, tv pilot, etc.)
  - type of activity and duration (i.e., times, dates, and number of days, including prep and strike)
  - company contact (first assistant director, unit production manager, location manager)

The Code of Conduct should be attached to the filming notification which is distributed to the neighborhood.

2. Production vehicles arriving on location in or near a residential neighborhood should enter the area at a time no earlier than that stipulated in the permit, and park one by one, turning off engines as soon as possible. Cast and crew shall observe designated parking areas.
3. When a production pass identifying the employee is issued, every member of the crew shall wear it while at the location.
4. The removal, moving, or towing of the public's vehicles is prohibited without the express permission of the municipal jurisdiction or the owner of the vehicle.
5. Do not park production vehicles in, or block driveways without the express permission of the municipal jurisdiction or driveway owner.
6. Cast and crew meals shall be confined to the area designated in the location agreement or permit. Individuals shall eat within their designated meal area, during scheduled crew meals. All trash must be disposed of properly upon completion of the meal.
7. Removal, trimming and/or cutting of vegetation or trees is prohibited unless approved by the permit authority or property owner.
8. Remember to use the proper receptacles for disposal of all napkins, plates, and coffee cups you may in the course of the working day.
9. All signs erected or removed for filming purposes will be removed or replaced upon completion of the use of that location unless otherwise stipulated by the location

agreement or permit. Also remember to remove all signs posted to direct the company to the location.

10. Every member of the cast and crew shall keep noise levels as low as possible.
11. Articles of clothing that do not display common sense and good taste should not be worn by crew members. Shoes and shirts must be worn at all times, unless otherwise directed.
12. Crew members shall not display signs, posters, or pictures on vehicles that do not reflect common sense or good taste. (i.e., pin-up posters, etc.).
13. Do not trespass onto other neighbors' or merchants' property. Remain within the boundaries of the property that has been permitted for filming.
14. The cast and crew shall not bring guests or pets to the location, unless expressly authorized in advance by the company.
15. Make sure all catering, crafts services, construction, strike and personal trash is removed from the location.
16. Observe designated smoking areas and always extinguish cigarettes in butt cans.
17. Cast and crew will refrain from the use of lewd or improper language within earshot of the general public.
18. The company will comply at all times with the provisions of the filming permit.

The EIDC appreciates your cooperation and assistance in upholding the Code of Conduct.

## FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: All proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR § 23.5.

TYPE OF BUSINESS STRUCTURE: \_\_\_\_\_

(Corporation, Partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): \_\_\_\_\_

**CULTURAL/ETHNIC COMPOSITION OF FIRM** (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			
Based on the above categories, please indicate the total numbers of men and women in the firm:			
Male			
Female			

**PERCENTAGE OF OWNERSHIP IN FIRM** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latin American	Asian American	American Indian/ Alaskan Native	White
Men	%	%	%	%	%
Women	%	%	%	%	%

**CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES**

Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprises by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

M W D DV

Agency _____	_____	Expiration Date _____
Agency _____	_____	Expiration Date _____
Agency _____	_____	Expiration Date _____
Agency _____	_____	Expiration Date _____
Agency _____	_____	Expiration Date _____

**LEGEND:**

M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

## LAC/CBE SANCTIONS

1. A person or business shall not:

- a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
- b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
- c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
- d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.

2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplies in, any county contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

Name of Firm \_\_\_\_\_

Signature \_\_\_\_\_ Title: \_\_\_\_\_

Date \_\_\_\_\_

## GENERAL TERMS, CONDITIONS AND RESTRICTIONS

1. **AUTHORITY** - This permit is issued under the authority of the city or county having jurisdiction over the location where the activity authorized herein is to take place (the "Permit Authority") shall not be assigned to a permittee without the written consent of the Permit Authority. This permit neither grants permission to use or occupy property not belonging to, or under the control of, the Permit Authority nor certifies permittee's compliance with paragraph 4 hereof. Use or occupancy of such property requires, in addition to this permit, the permission of the owner or other person controlling the use of such property. Proof of such permission may be required by the Permit Authority before the issuance of this permit.
2. **PERMIT REQUIREMENT** - This permit must be in the possession of permittee at all times while on location and must be made available for inspection when requested by the Permit Authority, its authorized representative(s) or the public.
3. **RIDERS** - Additional documents known as "Riders" may from time to time be issued to alter or amend an original permit. Except as amended by the riders, all other terms and provisions of the original permit remain in effect. When issued, a rider becomes a part of and must be attached to the original permit.
4. **COMPLIANCE WITH LAWS** - Permittee agrees to comply with all applicable federal, state and local laws, regulations, ordinances and rules, including all applicable federal and state requirements for workers' compensation insurance for all persons operating under this permit as well as all applicable regulatory, environmental, safety and other standards, including standards of care in carrying out the activities that are the subject of this permit (the "Permit Activities"). Vehicle code provisions and/or posted parking regulations will be enforced unless specifically exempted by this permit.
5. **INSURANCE** - This permit shall not be effective until permittee has submitted satisfactory evidence of general liability insurance conforming to the requirements of the Permit Authority. The type, coverage, policy limits and other conditions of insurance shall be that required by the Permit Authority at the time the permit is issued, unless a different type, coverage, policy limits and other conditions of insurance are specified in this permit. If permittee uses or operates licensed motor vehicles in connection with the Permit Activities, automobile liability insurance conforming to the Permit Authority's conditions is required as well.
6. **INDEMNIFICATION** - Permittee (and/or its insurer) shall defend the Permit Authority, the Entertainment Industry Development Corporation of Southern California ("EIDC") and their respective directors, officers and employees (collectively, "Indemnitees") against any and all charges, claims or investigative, administrative, civil or other proceedings (whether such charges, claims or proceedings are threatened, pending or completed), except for Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct, arising from or relating to any act or omission to act of any Indemnitee in connection with the issuance of this permit, the provision of services by Indemnitees (or any of them) in connection with this permit and the activities carried out pursuant to this permit. Permittee (and/or its insurer) also shall indemnify and hold harmless Indemnitees against any and all losses, expenses and costs (including but not limited to settlement costs, judgments, fines, attorneys' fees and other defense and investigation costs) incurred, as they are incurred, in connection with any such charges, claims or proceedings.
7. **CONSIDERATION** - Before a permit (or rider) shall be issued, permittee shall pay to EIDC the applicable permit (or rider) application or processing fee as well as all estimated use charges and other fees (including clean-up and repair deposits) of the Permit Authority (or any of its departments) in connection with such permit (or rider). As soon as practicable after completion of the Permit Activities, each department of the Permit Authority shall notify EIDC in writing of the actual use charges and other fees (including actual clean-up and repair costs) assessed by such department of the Permit Authority in connection with this permit. If the actual use charges and other fees (including actual clean-up and repair costs) assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges and other fees of the Permit Authority (or of any department or departments thereof), permittee (or other party for whose benefit the Permit Activities were conducted) shall pay the shortfall to EIDC within 15 days following the mailing of notification that such payment is due; provided, however, that EIDC shall not seek to recover such shortfalls unless the use charges or other fees actually assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges or other fees of the Permit Authority (or of any department or departments thereof) by more than \$100. If the estimated use charges and other fees paid by permittee in connection with this permit exceed the aggregate use charges and other fees (including clean-up and repair costs) actually assessed by all departments of the Permit Authority for this permit, EIDC shall refund to the party responsible for carrying out the Permit Activities such excess payment only if (a) EIDC receives from such person within 30 days of completion of the Permit Activities a written request for the refund of any such excess payment and (b) the estimated use charges and other fees paid in connection with this permit exceed the actual use charges and other fees for this permit by more than \$100. Any such refund to permittee shall be made within 30 days of EIDC's receipt of written notification from the Permit Authority of the total actual use charges and other fees relating to this permit. Any excess payments not refunded to permittee shall constitute a part of the permit application or processing fee.

8. **AUTHORITY TO REVOKE/CANCEL** - In the event that an authorized representative of the Permit Authority determines that the activities being or to be conducted under this permit unnecessarily endanger the health or safety of any person, that said activities are likely to or will cause immediate damage to real or personal property, or that such activities are not being conducted in accordance with the terms and conditions of this permit, said representative, at his or her sole discretion, may suspend, revoke, cancel or amend this permit. Furthermore, failure to comply with the terms and conditions of this permit could result in the denial of any future permit applications by permittee, the person failing to comply and their respective principals, agents and employees. The Permit Authority reserves the right to suspend, revoke, cancel or amend this permit at any time without incurring any liability to permittee or its representatives, successors or assigns.

Without limiting the foregoing, an authorized representative of the Permit Authority may suspend, revoke, cancel or amend this permit if permittee does not abide by the following code of conduct: (a) equipment/crew may not arrive before or depart after any time specifically designated by this permit; (b) moving or towing of vehicles is prohibited without owner permission or authorization from police or other appropriate civil authorities; (c) crew vehicles/equipment parked on streets must adhere to all parking signs and other legal requirements unless otherwise specifically authorized by this permit; (d) parking on both sides of a street without specific authorization by this permit is prohibited; (e) trespassing onto neighboring property without owner permission is prohibited; (f) removing, trimming and/or cutting of vegetation or trees is prohibited unless specifically approved by property owner and the Permit Authority; (g) on or before the date of expiration of this permit, permittee must remove all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; (h) all signs or other matter removed or altered for purposes of carrying out the Permit Activities shall be replaced and restored to its or their pre-existing condition upon the completion of such activities, unless specifically authorized otherwise by this permit; (i) noise levels must be kept as low as reasonably possible, and generators and other noisemaking equipment must be kept as far as reasonably practicable from residential buildings; and (j) all persons working under this permit shall observe designated smoking areas.

9. **LIMITATION OF LIABILITY** - Neither EIDC nor its directors, officers, employees, agents or representatives, shall be liable for any reason to permittee or the person for whose benefit this permit is issued or their respective predecessors, successors, assigns, representatives, parents, subsidiaries, affiliates, partners, officers, directors, owners, heirs or employees for damages of any nature (including special, incidental, compensatory, consequential or punitive) arising from or relating to the issuance, suspension, revocation, cancellation or amendment of this permit or carrying out (or attempting to carry out) the Permit Activities.

10. **ADDITIONAL TERMS APPLICABLE TO FILMING ON PERMIT AUTHORITY PROPERTY** - (a) Permittee shall be subject to the control and instructions of the Permit Authority representative(s) assigned to permittee, which representative(s) shall coordinate the Permitted Activities in cooperation with EIDC to avoid interference with the operations of the Permit Authority's facilities or property; (b) On or before the date of expiration of this permit, permittee shall remove from said properties all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; and in the event permittee fails to do so, the Permit Authority may cause the same to be done and permittee agrees to pay the Permit Authority any costs so incurred; (c) Permittee agrees to pay the Permit Authority the cost of repair and/or removal of Permit Authority property damaged in connection with operations undertaken under this permit; (d) Permittee acknowledges and represents that it has inspected the Permit Authority's properties, knows the conditions thereof, and agrees to indemnify, defend and hold harmless the Permit Authority as indicated in condition number 5 above; (e) Permitted Activities that are disruptive to operations of the Permit Authority facilities or property, to its employees or to the public who patronize the facility, may be prohibited if they cannot be segregated or the impact mitigated in a manner acceptable to the Permit Authority; (f) Filming activities that are found by the Permit Authority to be disruptive must be immediately mitigated; if not, this permit may, at the sole discretion of the Permit Authority (or its designated representative), be immediately revoked, and neither EIDC nor the Permit Authority shall be obligated to refund any application or processing fee or use charges or other fees in the event of such revocation; (g) By issuing this permit, the Permit Authority does not imply that use by permittee shall be exclusive. Except as specifically provided in this permit, permittee acknowledges that permittee shall not be entitled to exclusive use of such facilities or property.

We hereby accept this permit and agree to abide by all the terms and conditions herein.

PERMITTEE:

Address of permittee:

\_\_\_\_\_  
Company

By \_\_\_\_\_

who hereby personally covenants, guarantees and warrants that he or she has the power to obligate permittee to the terms and conditions of this permit.